

ORIGINAL

RESALE TARIFF OF
INTERMEDIA COMMUNICATIONS INC.

This tariff contains the rules, regulations, descriptions, and rates applicable to the furnishing of Intrastate Resale Common Carrier Communications offered by Intermedia Communications Inc. between points within Arizona.

ADMINISTRATIVELY
APPROVED FOR FILING

ISSUED: December 11, 2000

EFFECTIVE: January 10, 2001

ISSUED BY: Prince Jenkins, Senior Policy Counsel
Regulatory Analysis and Compliance
8 125 Intermedia Way
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Interexchange Services Tariff**CHECK SHEET**

The Title Page and Pages 1 through 82, inclusive, of this tariff are effective as of the date shown. Original and revised pages, as named below, contain all changes from the original tariff that are in effect on the date thereon except as otherwise noted.

SHEET	REVISION	SHEET	REVISION	SHEET	REVISION
Title Page	Original	30	1*	60	1*
1	5*	31	1*	61	1*
2	5*	32	1*	62	1*
3	Original	33	1*	63	1*
4	Original	34	1*	64	2*
5	Original	35	Original	65	First
6	Original	36	Original	66	Original
7	Original	37	1*	67	Original
8	Original	38	1*	68	Original
9	Original	39	1*	69	Original
10	Original	40	1*	70	Original
11	First*	41	1*	71	Original
12	Original	42	1*	72	Original
13	Original	43	1*	73	Original
14	Original	44	1*	74	Original
15	Original	45	1*	75	Original
16	Original	46	2*	76	Original
17	Original	47	Original	77	Original
18	Original	48	Original	78	Original
19	Original	49	Original	79	Original
20	Original	50	Original	80	Original
21	1*	51	Original	81	First
22	Original	52	Original	82	First
23	1*	53	Original		
24	1*	54	First		
25	1*	55	First		
26	1*	56	Original		
27	1*	57	First		
28	1*	58	Original		
29	1*	59	Original		

*Indicates new or revised sheet(s) included in this filing.

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Interexchange Services Tariff

CHECK SHEET

The Price List Title Page and Pages 1 through 27, inclusive, of this tariff are effective as of the date shown. Original and revised pages, as named below, contain all changes from the original tariff that are in effect on the date thereon except as otherwise noted.

SHEET	REVISION
Title Page	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	First
9	First
10	Original
11	First
12	Original
13	Original
14	1*
15	1*
16	1*
17	1*
18	1*
19	2*
20	2*
21	Original
22	Original
23	Original
24	Original
25	Original
26	First
27	Second

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ORIGINAL
Interexchange Services Tariff

TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Explanation of Symbols - When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

(C) - To signify changed regulation.

(D) - To signify discontinued rate or regulation.

(I) - To signify increased rates.

(M) - To signify material relocated from one page to another without change.

(N) - To signify new rate, regulation, or text.

(R) - To signify reduced rate.

(S) - To signify reissued material.

(T) - To signify a change in text, but no change in rate or regulation.

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Interexchange Services Tariff

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Interexchange Services Tariff

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by Intermedia Communications Inc. within the State of Arizona.

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Interexchange Services Tariff

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

ACC - Arizona Corporation Commission.

Access Line-An arrangement which connects the customer's location to an Intermedia Communications Inc. switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Carrier or Company - Whenever used in this tariff, "Carrier," "Company," or "Intermedia" refers to Intermedia Communications Inc. unless otherwise specified or clearly indicated by the context.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Dedicated Access Origination - Where originating access between the Customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

Intermedia - Used throughout this tariff to mean Intermedia Communications Inc., unless clearly indicated otherwise by the text.

LEC - Local Exchange Company.

Switched Access Origination -Where originating access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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ORIGINAL**Interexchange Services Tariff**

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Intermedia Communications Inc.**

Intermedia's services and facilities are furnished for intraLATA and interLATA communications originating at specified points within the State of Arizona under terms of this tariff.

Intermedia installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. Intermedia may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Intermedia network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

2.2.2 Intermedia reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS, CONT.**2.2 Limitations, cont.**

2.2.4 All facilities provided under this tariff are directly controlled by Intermedia and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 Intermedia's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

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Interexchange Services Tariff

SECTION 2 . RULES AND REGULATIONS, CONT.**2.4 Liabilities of Company, cont.**

- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

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Interexchange Service Tariff

SECTION 2 - RULES AND REGULATIONS, CONT.**2.8 Installation**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.9 Advance Payments

For Customer whom the Company feels an advance payment is necessary, Intermedia reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Intermedia. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, interexchange carrier, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the ACC. Any objections to billed charges must be promptly reported to the Company or the Company's billing agent. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate.

For billing purposes, fractions of a cent are rounded up to the nearest full cent on a per call basis. (C)
For example, a call with calculated charges totaling \$0.121 will be billed as \$0.13.

(C)

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Interexchange Services Tariff**SECTION 2 - RULES AND REGULATIONS, CONT.****ORIGINAL****2.8 Installation**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.9 Advance Payments

For Customer whom the Company feels an advance payment is necessary, Intermedia reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

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For billing purposes, fractions of a cent are rounded, using conventional rounding, to the nearest full cent on a per call basis. Calls totaling less than \$0.01 are rounded up to \$0.01. Calls totaling more than \$0.01 are rounded to the nearest full cent, up or down.

For Example:

- 1) A call with calculated charges totaling \$0.124 will be billed as \$0.12.
- 2) A call with calculated charges totaling \$0.125 will be billed as \$0.13.

(N)

(N)

Unless a customer requests 'monthly billing, the Company may bill customers on other than a monthly basis (e.g., every other month, every third month) when a customer's total bill is less than \$10.00. In no case will the Company issue bills less frequently than once every three months.

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Interexchange Services Tariff

SECTION 2 • RULES AND REGULATIONS, CONT.**2.11 Late Payment Charge**

A late fee of 1.5% monthly may be charged on any past due balances beginning 30 days from the mailing date of the bill.

2.12 Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company.

2.13 Interconnection

Service furnished by Inter-media may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with Intermedia's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer.

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Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS, CONT.**2.14 Refusal or Discontinuance by Company**

Intermedia may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 7 days written notice to comply with any rule or remedy any deficiency:

- 2.14.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.14.2 For use of telephone service for any other property or purpose than that described in the application.
- 2.14.3 For neglect or refusal to provide reasonable access to Intermedia or its agents for the purpose of inspection and maintenance of equipment owned by Intermedia or its agents.
- 2.14.4 For noncompliance with or violation of Commission regulation or Intermedia's rules and regulations on file with the Commission, provided live days' written notice is given before termination.
- 2.14.5 For nonpayment of bills, provided that suspension or termination of service shall not be made without five days written notice to the Customer, except in extreme cases.
- 2.14.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Intermedia's equipment or service to others.
- 2.14.7 Without notice in the event of tampering with the equipment or services owned by Intermedia or its agents.

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Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS, CONT.**2.14 Refusal or Discontinuance by Company, cont.**

2.14.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Intermedia may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.14.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.

2.14.10 For extended periods of inactivity.

2.15 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.16 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Carrier may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Carrier. From time to time, the Company may waive all processing fees for a Customer.

2.16.1 Quality First Guarantee

If within 90 days from installation a Customer becomes dissatisfied with the quality of Intermedia's switched toll services, Intermedia will have the Customer's previous service reinstalled and will reimburse the Customer for any costs associated with the reinstallation. Reimbursement will be in the form of a credit to the Customer's Intermedia account.

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Interexchange Services Tariff

SECTION 2 - RULES AND REGULATIONS, CONT.**2.17 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

2.18 Restoration of Service

The use and restoration of service shall be in accordance with the rules and regulations of the ACC.

2.19 Return Check Charges

A fee of \$15.00, or five percent of the amount of the check, whichever is greater, will be charged for each check returned for insufficient funds.

2.20 Reconnection Charge

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who have been disconnected for non-payment.

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Interexchange Services Tariff

SECTION 3 - DESCRIPTION OF SERVICE**3.1 Timing of Calls**

- 3.1.1 Long distance usage charges are based on the actual usage of Intermedia's network. The Company will determine that a call has been established through industry standard answer detection methods including, where available, by signal from the local telephone company.
- 3.1.2 Minimum billed call duration and billing increments differ from product to product. Product specific information is included in 4.0 Rate Schedules.
- 3.1.3 Usage is measured and rounded to the next higher billing increment for billing purposes.
- 3.1.4 There is no billing applied for incomplete calls.
- 3.1.5 Chargeable time ends when either party "hangs up" thereby releasing the network connection.

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Interexchange Services Tariff

SECTION 3 - DESCRIPTION OF SERVICE, CONT.**3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by **BellCore** (Bell Communications Research), in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten. Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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Interexchange Services Tariff**SECTION 3 - DESCRIPTION OF SERVICE, CONT.****3.3 Time of Day Periods (All time-of-day sensitive plans)**

The appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THU	FRI	S A T	S U N
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD (Peak)						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD (Off-Peak)						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD (Off-Peak)						

* to, but not including

Calls are billed based on the rate in effect for the actual time period (s) during which the call occurs.
Calls that cross rate period boundaries are billed the rates in effect for each portion of the call.

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Interexchange Services Tariff

SECTION 3 - DESCRIPTION OF SERVICE, CONT.

3.4 Intermedia Service

Intermedia offers long distance telecommunications services to residential and business Customers. Intrastate service is provided only to Customers of Intermedia's companion interstate offerings. Descriptions and rates contained in this tariff apply to the intrastate portion of the Carrier's services.

Services provided by Inter-media include direct dialed (1+) service, in-bound 800 service, and travel card service. Direct dial and 800 number services are available via Switched Access Origination or Termination. When a Customer elects to use Travel Card service, calls may be initiated from any location from which the caller can dial the appropriate access codes.

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Interexchange Services Tariff

SECTION 3 - DESCRIPTION OF SERVICE, CONT.**3.5 Enhanced Services**

Services using common transport and shared facilities or the transport of “non-telco” standard bandwidths, or the use of enhanced transport technology are classified as Enhanced Network Services.

3.5.1 Frame Relay Services

The transport of data, voice and video using Frame Relay technology. This service includes the routing of Frame Relay, the FRADing polled protocols, transport of asynchronous and X.25 protocols. This service is available On-Net or Extended. Services in this tariff are offered for wholly intrastate applications.

3.5.2 Miscellaneous

Any other Enhanced Network Services not covered elsewhere in this tariff. These services can be provided on a volume and term basis under customer specific contracts.

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Interexchange Services Tariff

SECTION 3 - DESCRIPTION OF SERVICE, CONT.

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SECTION 3 - DESCRIPTION OF SERVICE, CONT.**3.7 Supplementary Charges**

As identified in Section 4.3 and the Current Price List, Intermedia reserves the right to assess various charges for customer-initiated changes to orders in-progress, expedites of current orders, due date changes, and cancellation of orders. These charges recover certain fixed, otherwise unrecoverable, costs incurred by Intermedia. Where product-specific supplementary charges are listed, these charges will apply in lieu of the charges provided in Section 4.3 and the Current Price List.

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SECTION 3 - DESCRIPTION OF SERVICE, CONT.

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SECTION 3 - DESCRIPTION OF SERVICE, CONT.

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SECTION 3 - DESCRIPTION OF SERVICE, CONT.

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SECTION 3 - DESCRIPTION OF SERVICE, CONT.

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SECTION 3 - DESCRIPTION OF SERVICE, CONT.

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SECTION 3 - DESCRIPTION OF SERVICE, CONT.

3.14 Unified Extended Direct Toll-Free Service

Unified Extended Direct Toll-Free Service is an inbound toll-free (i.e., 8XX) calling service offered to business customers. Unified Extended Direct Toll-Free Service utilizes dedicated access. The customer is responsible for establishing the appropriate dedicated access connection(s) between the customer premises and the Company's switching location and all associated charges. Intrastate service is provided in conjunction with the Company's interstate offering. Pricing for Unified Extended Direct Toll-Free Service is based upon the monthly (or annual, if selected) long distance billing (including outbound, inbound, calling card, operator service, and directory assistance in all jurisdictions) and term commitment selected by the customer. The minimum monthly revenue commitment for this plan is \$2,000. Customers whose monthly (or annual if selected) billing is less than the commitment amount will be billed the actual usage charges, plus the difference between actual usage charges and the committed amount. This minimum charge is cross-jurisdictional, i.e., charges will not be applied in each jurisdiction, but rather one charge will apply in connection with all relevant jurisdictions of the service. Usage eligible to retire the customer commitment is from all of the following Unified Voice Services at any customer location:

- Unified Long Distance Service (Switched Outbound Service)
- Unified Toll-Free Service (Switched Inbound Service)
- Unified Direct Long Distance Service (Dedicated Outbound Service)
- Unified Direct Toll-Free Service (Dedicated Inbound service)
- Unified Extended Direct Long Distance Service (Dedicated Outbound Service)
- Unified Extended Direct Toll-Free Service (Dedicated Inbound Service)
- Unified Single T Long Distance Service (Single T Outbound)
- Unified Single T Toll-Free Service (Single T Inbound)
- Unified Calling Card
- Unified Directory Assistance
- Unified Operator Services
- Unified Direct Global service (Dedicated International)
- Unified Extended Direct Global Services (Dedicated International)
- Unified Global Services (Switched International)
- Unified Extended Global services (Switched International)

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SECTION 3 - DESCRIPTION OF SERVICE, CONT.**3.14 Unified Extended Direct Toll-Free Service, cont.**

Month-to-month, one year, two year, and three year term plans are available to subscribers of Unified Extended Direct Toll-Free Service. The customer's liability for early termination of a term plan is the monthly revenue commitment (annual divided by 12, if selected) times the months remaining in the term plan. Calls are billed in six-second increments with a six-second per call minimum. Any customer who requests over 40 8XX numbers will be charged \$10 per month (cross-jurisdictional) per 8XX number over 40.

The following enhanced service features are available with Unified Extended Direct Toll-Free Service. Non-recurring and recurring charges may apply.

1. Message Referral
2. Call Area Selection
3. Geographic Routing
4. Time of Day Routing
5. Day of Week Routing
6. Day of Year
7. Dialed Number Identification service (DNIS)
8. Real-Time ANI

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INTERMEDIA COMMUNICATIONS INC.

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Interexchange Services Tariff

SECTION 4 - MAXIMUM RATES

4.1 General

Each Customer is charged individually for each call placed through the Carrier. Where applicable, charges are computed on an airline mileage basis as described in Section 3.2 of this tariff. Non-recurring charges and monthly recurring charges may also apply.

Rates for products may vary by mileage band, time of day, and call duration.

Customers are billed based on their use of Intermedia's long distance service.

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Interexchange Services Tariff

SECTION 4 - MAXIMUM RATES, CONT.**4.2 Intermedia Rate Plan - Enhanced Services****4.2.1 Frame Relay Service****A. UNI Port & COC Rates**

The User to Network Interface Port (UNI Port) is offered in various sizes of fixed data transfer rates, in Kbps (kilobits per second). It is a specific serial data interface to Intermedia's Frame Relay network dedicated to one user's node.

The UNI Port Monthly Recurring Charge is equal to \$60 plus \$60 per DSO (up to DS1/T1).

The Central Office Connection (COC), offered at 56 Kbps, 64 Kbps or 1536 Kbps is the Intermedia-managed link between a frame relay Point of Presence and a UNI Port.

The COC Monthly Recurring Charge is equal to \$50 for 56/64 Kbps, and \$240 for all other speeds (up to DS 1/T 1). The COC Nonrecurring Charge is equal to \$170 for 56/64 Kbps, and \$1,100 for all other speeds (up to DS1/T1).

B. NNI Rates

An Intermedia Network to Network Interface (NNI) is a facility owned and managed by Intermedia between Intermedia's frame relay network and a partner company's frame relay network which allows logical connections to be made between PVCs within the partner network and PVCs within Intermedia's network. An NNI Charge applies separately at each NNI for each logical connection (or DLCI), which is associated with one PVC end within Intermedia's network. PVC ends at a UNI port on an Intermedia network switch do not utilize an NNI, and therefore do not incur an NNI Charge.

An NNI Charge applies separately at each NNI for each logical connection or DLCI, which is associated with one PVC end within Intermedia's network. When applicable, an NNI charge of \$90 plus \$2 per Kbps of CIR is applied as a monthly recurring charge. CIR in excess of 768Kbps is not permitted on Intermedia's Public T1 NNIs.

NNI Charge = \$90 + (\$2 x per Kbps of CIR per PVC)

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SECTION 4 - MAXIMUM RATES, CONT.

4.2 Intermedia Rate Plan - Enhanced Services, cont.

4.2.1 Frame Relay Service, cont.

C. PVC Rates

A Permanent Virtual Circuit is a **predefined** virtual circuit or logical connection between two frame relay ports. The maximum data transfer rate through a PVC is the minimum size of the two connecting frame relay ports. A Committed Information Rate (CIR) is associated with each PVC, defining the user's desired maximum sustained data transfer rate.

For each PVC within the Intermedia Network, Inter-media charges a PVC Fee of \$40 plus \$4 per Kbps of CIR applied as a monthly recurring charge. Each PVC has a flat rate install nonrecurring charge of \$150.

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SECTION 4 - MAXIMUM RATES, CONT.

4.2 Intermedia Rate Plan - Enhanced Services, cont.

4.2.1 Frame Relay Service, cont.

C. PVC Rates (continued)

1. Non-Standard PVC Rates

Intermedia supports Non-Standard PVCs: Disaster Recovery and Management PVCs:

Non-Standard PVC Pricing Element	Intermedia Network portion of PVC	Intermedia NNI Usage portion of PVC (When Applicable)	PVC Nonrecurring Charge
Disaster Recovery PVC (Note 1)	\$20+(\$2/Kbps CIR)	\$40+(\$2/Kbps CIR)	\$150
Management PVC (Note 2)	\$20+(\$2/Kbps CIR)	\$40+(\$2/Kbps CIR)	\$150

Note 1: Disaster Recovery PVC Use Restrictions:

Disaster Recovery PVC must be connected to CPE reporting LMI status under normal conditions 24 hrs. x 7 days x 52 weeks, excluding periods of scheduled or emergency maintenance. Disaster Recovery PVC may not be configured or subsequently used in any application that produces idle PVC alarms except in a PVC failure condition. Customer traffic across the Disaster Recovery PVC must be mutually exclusive with traffic across a primary PVC. Allowable traffic across a Disaster Recovery PVC is limited to circuit status unless the Disaster Recovery PVC is replacing a failed primary PVC.

A Disaster Recovery PVC must be ordered between two nodes where one of the nodes will concurrently install a standard PVC or has an existing standard PVC in operational status. An allowable "existing" PVC may be either provided by Intermedia or by a customer ILEC where Intermedia is providing any portion of the PVC (i.e.; intraLATA)

Note 2: Management PVC Use Restrictions:

Management PVC must be connected to CPE reporting LMI status under normal conditions 24 hrs. x 7 days x 52 weeks, excluding periods of scheduled or emergency maintenance. Management PVC may not be configured or subsequently used in any application that produces idle PVC alarms except in a PVC failure condition.

Customer traffic across the Management PVC must not be used as an alternative for normal data traffic which would otherwise go across a primary PVC. Allowable traffic across a Management PVC is limited to SNMP, ViewSpan or other industry similar circuit status unless the Management PVC is delivering new software to the CPE as a maintenance function. A Management PVC can not be ordered to or from any Node not already having at least one standard PVC installed and operational.

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SECTION 4 • MAXIMUM RATES, CONT.**4.2 Intermedia Rate Plan • Enhanced Services, cont.****4.2.1 Frame Relay Service, cont.****D. Access Coordination**

Access Coordination is the service associated with establishing and maintaining connections between Intermedia's network and customer locations using other companies' facilities.

Access Coordination charges apply when Intermedia provisions and bills either Dedicated (UNI) or LEC Frame (NNI) access. Access Coordination charges do not apply under the following conditions:

- Access is provided by the Customer via Local LEC (NNI); or
- Access is provided by a Strategic Partner or ILEC

The monthly recurring Access Coordination charge is \$20 per node, when applicable. The Access Coordination Charge does not include the charges associated with other companies' facilities.

E. Dedicated Access

Dedicated Access is comprised of a private circuit offered at 56 Kbps, 64 Kbps or 1536 Kbps, between a user's device and Intermedia's Frame Relay Point of Presence.

Dedicated Access charges are determined by the FCC Special Access Tariff filed by the providing company. With most Local Exchange Companies, Intermedia purchases Dedicated Access facilities under multi-year volume purchase agreements and customers may benefit from these negotiated rates. Intermedia honors its quoted Dedicated Access charges for the entire term of a frame relay contract.

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SECTION 4 - MAXIMUM RATES, CONT.

4.2 Intermedia Rate Plan - Enhanced Services, cont.

4.2.1 Frame Relay Service, cont.

F. Frame Relay Access

Frame Relay Access consists of the components on a partner company's frame relay network (similar to Intermedia's Dedicated Local Access, UNI port and PVC) necessary to support a customer node. PVCs on the partner network access Intermedia's network through logical connections or DLCIs across an Intermedia NNI and are associated with PVCs within Intermedia's network.

Frame Relay Access charges are usually determined using FCC Frame Relay Tariffs filed by the providing company, however, Intermedia has negotiated special rates with many companies and customers may benefit from these negotiated rates. Intermedia honors its quoted Frame Relay Access charges for the entire term of a frame relay contract. Every PVC to a node associated with Frame Relay Access will require corresponding NNI Charge charges. If Frame Relay Access is provided by customers (i.e., the customer is responsible for ordering and paying for Frame Relay Access from another company) the customer will still be responsible to Intermedia for associated Access Coordination and NNI charges.

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SECTION 4 - MAXIMUM RATES, CONT.

4.2 Intermedia Rate Plan - Enhanced Services, cont.

4.2.1 Frame Relay Service, cont.

G. Discounts

The following discounts, based upon Term and Volume, may be applied. The discount level is based upon Term and Volume of Contributory Pricing Elements. ILEC monthly recurring and nonrecurring charges are not discountable.

1. Contributory/Eligibility Matrix

Contributory: Counts towards achieving volume discount levels

Eligible: Eligible to have discounts applied

Pricing Element	Contributory	Eligible
Dedicated Local Access	Y	N
LEC FR Local Access	Y	N
Access Coordination Fee	Y	N
Intermedia Port Charge	Y	Y
PVC/CIR Charge	Y	Y
COC Charge	Y	Y
NNI Usage Charge	Y	Y

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SECTION 4 - MAXIMUM RATES, CONT.

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4.2 Intermedia Rate Plan - Enhanced Services, cont.

4.2.1 Frame Relay Service, cont.

H. Other Rates and Charges

1. Supplementary Change Charges

There are two main categories of changes that apply to orders in progress. These are described and charged as follows:

a. Administrative Change

Administrative changes are record changes only and do not impact the design or jeopardize the order due date. For example, change of contact name, contact number, corrections or changes to spelling, or customer name are administrative.

	<u>Intermedia</u>	<u>LEC / Partner</u>
Administrative Change Charge	\$100 per order (I)	Pass Through

b. Design Change

Design changes are changes on an order in progress that impact the design or due date. This category includes, but is not limited to, due date changes, change or correction of NPA/NXX, physical address, CIR, port size, or billing scenario.

	<u>Intermedia</u>	<u>LEC / Partner</u>
Design Change Charge	\$400 per order (I)	Pass Through

In order to process a Design Change as a change, the request must be received prior to the FOC date in the following intervals:

Internetworking PVC	Within 5 days of receipt of order and acceptance
Other LEC	Within 14 days of receipt of order and acceptance

Any Design Change request received outside of the above interval or after the FOC date must be processed as a cancellation and new order.

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SECTION 4 - MAXIMUM RATES, CONT.

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4.2 Intermedia Rate Plan - Enhanced Services, cont.

4.2.1 Frame Relay Service, cont.

H. Other Rates and Charges, cont.

2. Cancellation Charges

Per Node, the cancellation charges apply as follows:

(T)

	<u>Intermedia</u>	<u>LEC / Partner</u>
From Credit Approval and Customer signature to Customer's originally requested due date and/or installation	\$600 (I)	Pass Through

(T)

I

(T)

(D)

(D)

3. Expedite Charges

Expedite Charges apply for approved expedites. Where Intermedia is ordering and installing service requiring LEC involvement, the charges to expedite the installation will apply as follows:

(D)

I

(D)

- a. An expedite charge of \$1,000 to cover Intermedia's attempt to expedite the service will be applied unless:

(T)(I)

(T)

(D)

I

(D)

Intermedia accepts, but does not meet the requested expedite date AND service is installed on or after the standard interval due date, the Inter-media expedite charge will be waived.

(T)

Any LEC expedite charges will be applied on a pass through basis.

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SECTION 4 - MAXIMUM RATES, CONT.

4.2 Intermedia Rate Plan - Enhanced Services, cont.

4.2.1 Frame Relay Service, cont.

H. Other Rates and Charges, cont.

4. Moves, Adds and Changes

Any move, add or change activity is generally processed as a new service order. This section refers to activity related to circuits that have been installed and activated.

a. Moves

A Move order moves an existing host or remote to a new location or NPA/NXX and/or moves a PVC/CIR.

The nonrecurring charges apply to a Move order as per the rules regarding new installations. For example, if a remote location is moved to a new address, all Port, PVC/CIR and local loop (if applicable) nonrecurring charges apply. Monthly recurring charges are applied as per the pricing rules.

b. Adds

An Add order would include adding new locations, remotes or PVCs to any existing network configuration.

The nonrecurring charges apply to an Add order as per the rules regarding new installations. For example, if a new location is added to a network, all Port and PVC/CIR nonrecurring charges apply. If a new PVC is added to a network, the PVC nonrecurring charge would apply. Monthly charges are applied as per the pricing rules and will be added as a new charge to the next bill.

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Interexchange Services Tariff**SECTION 4 - MAXIMUM RATES, CONT.****ORIGINAL****4.2 Intermedia Rate Plan - Enhanced Services, cont.****4.2.1 Frame Relay Service, cont.****H. Other Rates and Charges, cont.****4. Moves, Adds and Changes, cont.****c. Changes**

There are two types of Changes that can occur with an existing network configuration:

i. Administrative Change

This type of change is typical for records only. This type of change does not impact the design or provision of the existing network.

	<u>Intermedia</u>	<u>LEC / Partner</u>
Administrative Change Charge	\$100 per order (I)	Pass Through

ii. Design Change

This type of change will impact the design of the network. Changes in this category including changes to Port size and changes to PVC/CIR.

	<u>Intermedia</u>	<u>LEC / Partner</u>
Design Change Charge	\$400 per order (I)	Pass Through
New Port or PVC/CIR	Applicable nonrecurring charge depending on change	N/A

The new monthly charges apply for the remainder of the term or until a subsequent change is made.

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SECTION 4 - MAXIMUM RATES, CONT.**4.2 Intermedia Rate Plan - Enhanced Services, cont.****4.2.1 Frame Relay Service, cont.****H. Other Rates and Charges, cont.****5. End User Early Termination Liability**

For termination without cause, the following early termination liabilities apply:

	Cancel or terminate within:				
	First Year	Second Year	Third Year	Fourth Year	Fifth Year
Length of Term					
One Year	100%				
Two Years	100%	50%			
Three Years	100%	50%	25%		
Four Years	100%	50%	25%	25%	25%
Five Years	100%	50%	25%	25%	25%

The actual amount due to Intermedia is calculated as a percentage of the recurring charges for the remainder of the term. Intermedia nonrecurring charges that were waived or discounted will be paid upon early termination. Any LEC or other Partner charges associated with early termination and charged to Intermedia on behalf of the end user will be assessed on a pass through basis.

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SECTION 4 - MAXIMUM RATES, CONT.

4.3 Supplementary Charges

Customer Requested Due Date Change ^{1,2}	\$100, per order
Customer Requested Expedite*	\$500, per location, per order
Cancellation (after 3 business days from order placement) ²	Full NRCs + \$500, per order
Design Change, DSO/DS 1 ²	\$300, per circuit
Design Change, DS3 and higher ²	\$600, per circuit
Administrative Processing ²	\$50, per order

¹ Company Due Date Change Policy - No due date change accepted at or after four (4) business days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

² For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

4.4 Special Arrangements

Special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

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SECTION 4 - MAXIMUM RATES, CONT.

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4.11 Unified Extended Direct Toll-Free Service

Rate per Minute, Rate 1 (\$2,000-\$9,999.99 revenue commitment):	\$0.1950
Rate Per Minute, Rate 2 (\$10,000+ revenue commitment):	\$0.1756

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SECTION 4 - MAXIMUM RATES, CONT.

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SECTION 4 - MAXIMUM RATES, CONT.

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SECTION 4 - MAXIMUM RATES, CONT.

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SECTION 4 - MAXIMUM RATES, CONT.**ORIGINAL****4.20 Unified Toll-Free Plus PIN****4.20.1 Usage Rates**

Intrastate Usage, per minute	\$0.26
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4.20.2 Non-Recurring Charge

Service Establishment Charge, per PIN	\$100
Service Rearrangement Charge, per PIN	\$100

The charges above are cross-jurisdictional, i.e., charges will not be applied in each jurisdiction, but rather one charge will apply in connection with all relevant jurisdictions of the service.

4.21 Low Billing Surcharge

Monthly Surcharge, per account	\$7.90
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(N)

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Interexchange Services Tariff

SECTION 5 - GRANDFATHERED SERVICES

5.1 Intermedia Rate Plan - Enhanced Services

Intermedia Rate Plan -Enhanced Network Services listed in section 5.1 are available only to existing subscribers as of January 10, 2001.

5.1.1 Retail Frame Relay - Monthly Charges

A. Access Port Rates

Intermedia provides two types of ports in which to access its network, Dedicated and Logical, providing a selection of access methodologies and service pricing.

Dedicated - The dedicated port is a logical port on Intermedia's switch which the customer does not share with other network users. The dedicated port utilizes LEC tail circuit facilities such as DDS or hubbed private lines.

Logical - The logical port is a common port facility which customers share, thereby reducing their access charges. The logical port utilizes LEC frame relay network facilities as the local loop tail circuit. The Company port is connected to the logical port via a single T1 facility. The LEC aggregates multiple local loop tail circuits which are aggregated onto a single path into Intermedia's network via a common port. The following rates are recurring monthly rates.

Maximum Rates

<u>PORT SPEED</u>	<u>ACCESS PORT RATES</u>	
	<u>DEDICATED</u>	<u>LOGICAL</u>
56 Kbps	\$ 250	\$166
64 Kbps	\$ 250	\$166
128 Kbps	\$ 528	\$276
192 Kbps	\$ 608	\$316
256 Kbps	\$ 686	\$354
320 Kbps	\$ 774	\$394
384 Kbps	\$ 862	\$432
448 Kbps	\$1044	\$472
512 Kbps	\$1226	\$510
576 Kbps	\$1386	\$550
640 Kbps	\$1544	\$588
704 Kbps	\$1584	\$628
768 Kbps	\$1624	\$666
832 Kbps	\$1658	\$704
896 Kbps	\$1692	\$742
960 Kbps	\$1724	\$782

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Interexchange Services Tariff

SECTION 5 - GRANDFATHERED SERVICES, CONT.

5.1 Intermedia Rate Plan - Enhanced Services, cont.

5.1.1 Retail Frame Relay - Monthly Charges, cont.

A. Access Port Rates, cont.

Maximum Rates

<u>PORT SPEED</u>	ACCESS PORT RATES	
	<u>DEDICATED</u>	<u>LOGICAL</u>
1.024 Mbps	\$1754	\$ 820
1.088 Mbps	\$1780	\$ 894
1.152 Mbps	\$1806	\$ 964
1.216 Mbps	\$1832	\$1038
1.280 Mbps	\$1858	\$1110
1.344 Mbps	\$1872	\$1182
1.408 Mbps	\$1886	\$1254
1.472 Mbps	\$1910	\$1326
1.536 Mbps	\$1934	\$1398

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Interexchange Services Tariff

SECTION 5 - GRANDFATHERED SERVICES, CONT.**5.1 Intermedia Rate Plan - Enhanced Services, cont.****51.1 Retail Frame Relay - Monthly Charges, cont.****B. PVC Rates**

Permanent Virtual Connections (PVCs) are logical circuits which define a dedicated virtual circuit between two points. Multiple PVCs can originate and terminate on a single port, allowing for the separation of applications across the network. PVCs can burst up to the smallest port size of their two logical end points. The Company provides flexibility in PVC transport rates based upon the relative distance requirements of the Customer. Currently, PVCs are symmetrical in nature, therefore duplex PVCs (originating and terminating on the same ports) will be equal in insured throughput. Asymmetrical PVC options will be offered in the future.

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Interexchange Services Tariff

SECTION 5 - GRANDFATHERED SERVICES, CONT.

5.1 Intermedia Rate Plan - Enhanced Services, cont.

5.1.1 Retail Frame Relay - Monthly Charges, cont.

B. PVC Rates, cont.

The Company establishes minimum and maximum CIR requirements per PVC in order to provide improved network utilization, management and performance.

Minimum CIR Per PVC - A minimum of 8Kbps CIR per DSO is provided with each PVC purchased from the Company. Therefore, a port rate with 64K burst would be provided with a total CIR of 8Kbps, while a T1 port rate would be provided with a minimum of 192K CIR. Additional CIR can be purchased as required. The minimum CIR is designed to provide improved network performance and management.

Maximum CIR - A Maximum of 1.280 Mbps CIR per PVC can be purchased on port rates of T1 and higher. Therefore, a PVC with T1 burst could have a maximum CIR of 1.280 Mbps CIR. On a T1 port, approximately 15% of the capacity is utilized for management and overhead, therefore limiting CIR to 1.280 Mbps would keep the Customer from over-insuring its circuits.

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SECTION 5 - GRANDFATHERED SERVICES, CONT.

5.1 Intermedia Rate Plan - Enhanced Services, cont.

51.1 Retail Frame Relay - Monthly Charges, cont.

B. PVC Rates, cont.

The following PVC rates include the minimum required CIR in the listed price, at the corresponding CIR rate for the type of PVC. Additional CIR can be purchased on top of the minimum required CIR. The following rates are recurring monthly rates.

Maximum Rates

<u>PORT SPEED</u>	<u>MINIMUM CIR INCLUDED</u>	<u>PVC</u>	<u>ADD'L PVCs</u>
56 Kbps	8 Kbps	\$ 70	\$40
128 Kbps	16 Kbps	\$101	\$40
192 Kbps	24 Kbps	\$131	\$40
256 Kbps	32 Kbps	\$162	\$40
320 Kbps	40 Kbps	\$192	\$40
384 Kbps	48 Kbps	\$222	\$40
448 Kbps	56 Kbps	\$253	\$40
512 Kbps	64 Kbps	\$283	\$40
576 Kbps	72 Kbps	\$314	\$40
640 Kbps	80 Kbps	\$344	\$40
704 Kbps	88 Kbps	\$374	\$40
768 Kbps	96 Kbps	\$405	\$40
832 Kbps	104 Kbps	\$435	\$40
896 Kbps	112 Kbps	\$466	\$40
960 Kbps	120 Kbps	\$496	\$40
1.024 Mbps	128 Kbps	\$526	\$40
1.088 Mbps	136 Kbps	\$557	\$40
1.152 Mbps	144 Kbps	\$587	\$40
1.216 Mbps	152 Kbps	\$618	\$40
1.280 Mbps	160 Kbps	\$648	\$40
1.344 Mbps	168 Kbps	\$678	\$40
1.408 Mbps	176 Kbps	\$709	\$40
1.472 Mbps	184 Kbps	\$739	\$40
1.536 Mbps	192 Kbps	\$770	\$40

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SECTION 5 - GRANDFATHERED SERVICES, CONT.

5.1 Intermedia Rate Plan - Enhanced Services, cont.

5.1.1 Retail Frame Relay - Monthly Charges, cont.

C. CIR Rates

The Committed Information Rate (CIR) is the Customer's Applications Insurance, as it can set the amount of guaranteed minimum throughput their applications require. The Customers' total traffic can still burst up to the size of the access port purchased, although in the event of network congestion only insured throughput is guaranteed to meet minimum throughput requirements. The Company allows the Customer to select applications insurance in one kilobyte increments, thereby not forcing the customer to over-insure with high minimum CIR requirements. This provides flexibility in designing the network to individual application requirements. The following rates are recurring monthly rates.

Maximum RatesPVC

\$3.80 per Kbps

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SECTION 5 - GRANDFATHERED SERVICES, CONT.

5.1 Intermedia Rate Plan - Enhanced Services, cont.

5.1.1 Retail Frame Relay - Monthly Charges, cont.

D. Frame Relay Disaster Recovery

Intermedia offers Disaster Recovery in three options: 1) Move Circuit End Point, whereby an alternative host port will be utilized as a backup; 2) Cold PVC Backup, which moves existing host PVCs to an alternate port within the Customer's network; and 3) Hot PVC Backup, which refers to redundant PVCs which can be activated immediately.

A maximum of 25 PVCs may be backed up per host port. Service will only be activated after all information requested by the Company in connection with Disaster Recovery service has been provided to the Company by the Customer.

Customers may schedule Disaster Recovery testing by notifying the Company at least 48 hours in advance. A maximum of two Disaster Recovery tests can be scheduled for each plan per 12 month period without incurring an activation charge.

Frame Relay credit allowances do not apply for service interruptions resulting from activation and deactivation of a Disaster Recovery plan.

Maximum Rates

Backup PVC (nonrecurring)	See Section 5.1.2.B
Hot PVC Backup, per Kilobyte CIR	\$3.80
Cold PVC Backup, per Kilobyte CIR	\$ 0.76
Per PVC	\$20.00
Move Circuit End Point (nonrecurring)	See section 5.1.2.B

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SECTION 5 ■ GRANDFATHERED SERVICES, CONT.**5.1 Intermedia Rate Plan ■ Enhanced Services, cont.****5.1.2 Retail Frame Relay ■ Non-Recurring Charges****A. Frame Relay Installation**

Intermedia charges non-recurring rates to cover the costs of installation and network buildouts. Non-recurring rates are one-time charges based on access port and network link setup costs. These charges are discounted based on annual term commitments.

Non-Recurring Charges ■ Maximum Rates**T1/FT1:**

Frame Relay Port	\$1100
------------------	--------

64K:

Frame Relay Port	\$700
------------------	-------

PVC

	\$30
--	------

B. Frame Relay ■ Other Nonrecurring Charges

Port Change Order ■ Applies to changes of port size, location or other changes requiring a modification of the service order contract.

Equipment Installation ■ Applies to the installation of customer premise equipment and collocated equipment on the Company's facilities. Charge is per equipment chassis with a charge for each additional card installed into the chassis.

PVC/CIR Change Order ■ Applies to physical changes to the PVC or CIR, including CIR additions, PVC additions, or PVC logical connection changes.

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Interexchange Services Tariff**SECTION 5 - GRANDFATHERED SERVICES, CONT.****5.1 Intermedia Rate Plan - Enhanced Services, cont.****5.1.2 Retail Frame Relay - Non-Recurring Charges, cont.****B. Frame Relay - Other Nonrecurring Charges, cont.**

MUX or DACs Reconfiguration Fee - Applies to required modifications in Intermedia infrastructure equipment to support Customer requirements. The charge applies to each circuit end requiring modification.

Expedite Fee - Applies where customer requires that service request be processed and service initiated on an expedited basis.

Disaster Recovery Options -Nonrecurring charges apply per Backup PVC and there is an activation charge for Move Circuit End Point.

<u>One Time Charges</u>	<u>Maximum Rates</u>
Port Change Order	\$ 150
Equipment Installation	\$ 400
Each Add'l Card	\$ 50
PVC/CIR Change Order	\$ 150
MUX or DACs Reconfiguration Fee	\$ 250
Expedite Fee	\$1000
Add'l PVC setup	\$ 30
Backup PVC, per PVC	\$ 670
Move Circuit End Point, activation per port	\$ 500

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SECTION 5 ▪ GRANDFATHERED SERVICES, CONT.**5.1 Intermedia Rate Plan ▪ Enhanced Services, cont.****5.1.2 Retail Frame Relay ▪ Non-Recurring Charges, cont.****C. Resale of Services**

The pricing of resale circuits is dependent upon many variables which are circuit specific. Intermedia does not currently charge a flat rate to cover all potential circuits, therefore it must price each circuit independently to determine the resale cost. The resale of services falls into two categories.

1. LEC Access Loops

LEC access loop costs are composed of several variables which require customer pricing on a per order basis. Pricing variables include:

Access Loop Type ▪ Access loops primarily used by the Company include DDS private lines and LEC fast packet circuits. Circuit types are priced differently by LECs.

LEC/LATA (Local Access Transport Area) Purchased From ▪ Charges vary depending on the entity the service is purchased from and the size of the LATA that entity serves.

Circuit Length ▪ Private lines are mileage sensitive and vary based on the distance from the customer premise to the LEC serving wire center (SWC), and the distance of the closest Company Point of Presence (POP) to the LEC SWC. LEC fast packet circuits are charged in mileage bands which are less mileage sensitive than private lines, but still distance sensitive. Charges are developed by the distance of the customer premise from the LEC SWC and the distance of the LEC SWC from the closest Company frame relay switch.

Additional LEC Charges ▪ LECs charge for specific items over and above that of the circuit charge, including but not limited to the cost of additional Data Link Connection Indicators (DLCIs), Network Node Interface (NNI) facilities, and special access charges.

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SECTION 5 - GRANDFATHERED SERVICES, CONT.

5.1 Intermedia Rate Plan - Enhanced Services, cont.

5.1.2 Retail Frame Relay - Non-Recurring Charges, cont.

C. Resale of Services, cont.

2. IXC Transport Circuits

Interexchange Carrier (IXC) Transport Circuits are used for **backhaul** of customer circuits to the closest Company facility. IXC **backhaul** is used when a circuit crosses LATA boundaries (i.e., **interLATA**). IXC circuit costs vary based on the following elements:

IXC Purchased From - Circuit availability plays a primary role in selecting which IXC to purchase from, in that not all IXCs have physical circuit presence in all the areas the Company must deliver backhaul. Rates vary from IXC to IXC and may be more expensive from IXCs which provide the sole route path along a specific route.

Distance Sensitivity - Private lines circuits are distance sensitive, therefore the cost of **backhaul** will vary based upon the specific distance between the two sites being connected.

Additional IXC Charges - IXCs may charge additional costs depending on demarc extensions and special access and interconnect service fees.

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SECTION 5 • GRANDFATHERED SERVICES, CONT.

5.1 Intermedia Rate Plan • Enhanced Services, cont.

5.1.3 Retail Frame Relay • Volume and Term Discounts

The volume and term discounts described herein apply to Intermedia charges only. LEC charges are non-discountable.

A. Nonrecurring Charge' Term Discounts

<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
0 %	50 %	100 %	100 %	100 %

B. Monthly Recurring Charge Term Discounts

<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>years</u>	<u>years</u>
0 %	4 %	6 %	8 %	12 %

C. Volume Discounts – Monthly Recurring Charges

Monthly Billing:	
\$5,000 • \$24,999	3 %
\$25,000 • \$49,999	5 %
\$50,000 • \$74,999	7 %
\$75,000 • \$99,999	9 %
\$100,000 • \$199,999	11 %
\$200,000 +	13 %

¹ “Operational” NRCs – section 5.1.2.B – are non-discountable.

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Interexchange Services Tariff

SECTION 5 - GRANDFATHERED SERVICES, CONT.**5.2 Direct Dial Outbound Long Distance**

Direct Dial Outbound Long Distance listed in section 5.2 are available only to existing subscribers as of January 10, 2001.

The Carrier offers direct dial outbound long distance telecommunications services to residential and business Customers. Intrastate service is provided in conjunction with Intermedia's companion interstate offerings. Descriptions and rates contained in this tariff apply to the intrastate portion of the Carrier's services. Unless otherwise stated, no non-recurring charges apply.

5.2.1 Classic One Long Distance

Classic One Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six second increments, with a six second minimum call duration. No monthly recurring charges or minimum monthly billing requirements apply. All standard features are available with this service at no charge.

Maximum Rates

Each 6 seconds: \$.01668

5.2.2 Ultimate One Long Distance

Ultimate One Long Distance service is offered to residential customers for direct dialed outbound calling. Rates vary in accordance with time of day. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six second increments, with a six second minimum call duration. No monthly recurring charges apply. A \$10.00 minimum monthly billing requirement applies. Customers whose monthly usage is less than the minimum will be billed the minimum amount. All standard features are available with this service at no charge.

Maximum RatesEach 6 Seconds

Day	\$0.01788
Evening	\$0.01428
Night/Weekend	\$0.01428

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Interexchange Services Tariff

SECTION 5 - GRANDFATHERED SERVICES, CONT.**5.2 Direct Dial Outbound Long Distance, cont.****5.2.3 Beacon 1+ Outbound Long Distance**

Beacon 1+ Service is offered to residential customers for direct dialed outbound calling. Rates vary in accordance with time of day. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six second increments, with a six second minimum. No monthly recurring charges or minimum monthly billing requirements apply. All standard features are available with this service at no charge. Accounting codes are also provided to BEACON Service customers at no additional charge.

Maximum RatesEach 6 seconds

Day	\$0.01788
Evening	\$0.01608
Night/Weekend	\$0.01488

5.3 800 (Inbound) Long Distance Services

800 (Inbound) Long Distance Services listed in section 5.3 are available only to existing subscribers as of January 10, 2001.

The Carrier offers 800 (Inbound) long distance telecommunications services to residential customers. Intrastate service is provided in conjunction with Intermedia's companion interstate offerings. Descriptions and rates contained in this tariff apply to the intrastate portion of the Carrier's services. Unless otherwise stated, no non-recurring charges apply.

5.3.1 Platinum 800 Plus PIN

Platinum 800 Plus Pin is offered to residential customers for toll free calling. Callers dial a six digit Personal Identification Number (PIN) in addition to regular 800 numbers. The service permits inbound 800 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six second increments, with a six second minimum call duration. No monthly recurring charges or minimum monthly billing requirements apply. All standard features are available with this service at no charge.

Maximum Rates

Each 6 seconds: \$0.01728

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Interexchange Services Tariff

SECTION 5 - GRANDFATHERED SERVICES, CONT.**5.4 Intermedia USA Calling Plans**

Intermedia USA Calling Plans listed in section 5.4 are available only to existing subscribers as of January 10, 2001.

5.4.1 Intermedia USA Switched Service

Intermedia USA Switched Service is a non-distance sensitive, inbound and outbound switched service offered to business customers. This service permits direct dialed outbound and inbound 800 calling, with billing to a single account. Customers may also elect to subscribe to inbound or outbound service only. Service is provided from **presubscribed**, dedicated or shared use access lines. Calls are billed in six second increments, with a six second minimum call duration. No monthly recurring charges or minimum monthly billing requirements apply.

Maximum RatesEach 6 seconds

Inbound Intrastate

\$.01350

Outbound Intrastate

\$.01710

5.4.2 Intermedia USA T-1 Service

Intermedia USA T- 1 Service is a non-distance sensitive, inbound and outbound dedicated service offered for business customers. Intermedia USA T- 1 Service permits direct dialed outbound and inbound 800 calling, with billing to a single account. Customers may also elect to subscribe to inbound or outbound service only. Service is provided from dedicated or shared use access lines. Calls are billed in six second increments, with a six second minimum call duration. An initial term contract of one year is required, with \$2500 term liability if cancelled by the Customer prior to expiration. A monthly minimum of \$2500 applies, and customers whose monthly usage is less than the minimum will be billed the minimum amount. Monthly recurring T- 1 port charges also apply.

Maximum RatesEach 6 seconds

Inbound Intrastate

\$.0108

Outbound Intrastate

\$.0108

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SECTION 5 • GRANDFATHERED SERVICES, CONT.

5.5 [Reserved for Future Use]

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SECTION 5 - GRANDFATHERED SERVICES, CONT.

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